

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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ERIC S. BLUM,

Plaintiff-Appellant,

v

SHEILA KAMIN WEINBERG,  
f/k/a SHELIA KAMIN,

Defendant-Appellee.

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UNPUBLISHED

April 15, 2003

No. 233714

Oakland Circuit Court

LC No. 99-017675-CK

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ERIC S. BLUM,

Plaintiff-Appellee,

v

SHEILA KAMIN WEINBERG,  
f/k/a SHEILA KAMIN,

Defendant-Appellant.

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No. 233811

Oakland Circuit Court

LC No. 99-017675-CK

Before: White, P.J., and Kelly and Gribbs,\* JJ.

GRIBBS, J. (*concurring in part and dissenting in part*).

I agree with the majority opinion in all respects except as regards the platinum diamond ring. While I agree with the majority that, under the plain language of the agreement which was drafted by plaintiff, plaintiff is entitled to \$50,000 and one-half of whatever defendant received under the will, I do not agree that there is any reason to remand this matter for further proceedings. The record establishes that the ring did not pass to defendant through either the will or the trust. Because the ring was not passed to defendant through the will, it is not at issue here and neither party is entitled to a set-off.

Defendant stated by affidavit in this case that she had given the ring to plaintiff “gratuitously,” and she testified at trial that she did not expect anything if plaintiff sold the ring.

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\* Former Court of Appeals judge, sitting on the Court of Appeals by assignment.

There is no evidence to support the trial court's finding that defendant retained any interest in the ring. Defendant could have kept the ring, which apparently was given to her by her sister and was not part of either the will or the trust, if she had chosen to. Instead she gave the ring "gratuitously" to plaintiff and, while she may now regret that decision, nothing in the record supports her claim to any portion of the ring's proceeds. In addition, counsel for both parties agreed at oral argument that the ring did not pass to defendant through either the trust or the will. Accordingly, the ring is not at issue under the parties' contract. I would find, under the terms of the parties' contract, that plaintiff is entitled to \$50,000 in damages, less one-half the expenses of litigation, for a total damage award to plaintiff of \$46,590.51.

/s/ Roman S. Gibbs